

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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VERNON MCCREATH,

Plaintiff,

-against-

THE CITY OF NEW YORK, NEW YORK CITY POLICE
DEPARTMENT, POLICE OFFICER RENE E. ORREGO,
POLICE OFFICER FRANK GAMBARDILLA AND
POLICE OFFICER JOHN DOE AND JANE DOE (S) 1-
25,

Defendants.

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

05 CV 5507 (SJ)(CLP)

RECEIVED
IN CHAMBERS OF
HON. STERLING JOHNSON, JR.

MAY 16 2006

TIME A.M. _____
P.M. _____
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WHEREAS, plaintiff Vernon McCreath commenced this action by filing a complaint on or about November 23, 2005 alleging violations of certain of his federal and state rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, plaintiff and defendants now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, no party herein is an infant or incompetent for whom a committee has been appointed; and

WHEREAS, plaintiff has authorized counsel to settle this matter as against defendants on the terms enumerated below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed as against defendants City of New York, the New York City Police Department, Frank Gambardella, Rene Orrego and the defendants identified herein as "Police Officer John Doe and Jane Doe(s) 1-25" with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000) in full satisfaction of all claims as against defendants, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants, and to release defendants, any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, releases based on the terms of paragraph "2" above, and an Affidavit of No Liens on behalf of plaintiff Vernon McCreath.

4. Other than as set forth in paragraph "2" above, plaintiff and his counsel, or any party in privity with either of them, shall have no recovery for any damages, injury, equitable or other relief, or fees or costs in connection therewith.

5. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 28, 2006

Clover M Barrett Esq.
Attorney for Plaintiff
189 Montague Street, Suite 501
Brooklyn, NY 11201

By: 
CLOVER BARRETT, ESQ (CB)

SO ORDERED:

s/SJ

U.S.D.J.

May 17, 2006

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-221
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(212) 442-8600

By: 
SABRINA TANN (ST 2552)
Assistant Corporation Counsel



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Corporation Counsel

THE CITY OF NEW YORK
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100 CHURCH STREET
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Special Federal Litigation Division
Telephone: (212) 442-8600
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May 15, 2006

BY HAND DELIVERY

Honorable Sterling Johnson, Jr.
United States Magistrate Judge
Eastern District of New York
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

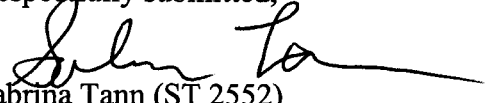
Re: Vernon McCreath V. The City of New York, 05 CV 5507
(SJ)(CLP)

Your Honor:

As the Assistant Corporation Counsel assigned to the defense of the above-referenced action, I respectfully enclose for Your Honor's endorsement a Stipulation and Order of Settlement and Discontinuance signed by the parties.

The parties thank the Court for its assistance in this regard.

Respectfully submitted,


Sabrina Tann (ST 2552)
Assistant Corporation Counsel

cc: Clover Barrett, Esq.
Counsel for Plaintiff
(By Facsimile)